

LAPTOP TESTING

General Information, Instructions, Laptop Make/Model, and Release of Liability

February 2014 Tennessee Bar Examination

Information:

All Applicants for the February 2014 Tennessee Bar Examination agree by making application for examination to test by laptop unless an Applicant elects to HANDWRITE the exam. The Tennessee Supplemental Application includes the laptop testing forms. ***If the forms are not completed with signatures and all information requested, the TBLE views that omission as an affirmative election to HANDWRITE the examination, even if the Applicant clicks “yes” for laptop testing in the Synergy Online Application program.***

Taking the exam on a laptop requires an additional fee of \$125.00 **paid to Extegrity, Inc.** at the time of on-line registration with Extegrity and download of the Exam4 software (See d. below). This is a NON-REFUNDABLE fee.

IMPORTANT: NOTE that the deadline for filing an application for admission and the deadlines for filing supplemental applications for Non-Standard Testing and Laptop Testing may not be the same. If your application for admission is not filed by the Application Deadline of November 15 for first time applicants or December 15 for re-examination, you will be charged a late fee even if your supplemental applications are filed on or before the deadlines required for those requests. Applicants for Re-examination must complete a new form each time applying for examination.

You must follow the How to apply instructions available on our website at www.tn.gov/lawexaminers whether you are a first time taker in Tennessee or a re-exam applicant. Please note that neither the Board of Law Examiners nor Extegrity has authority to waive or extend filing deadlines.

If you are requesting non-standard testing, you are required to complete the laptop forms and download the software unless you elect to handwrite the exam.

- a. Review the Instructions to Applicants Participating in Laptop Testing for the Tennessee bar examination;
- b. Review and complete the Laptop Testing Form;
- c. Review and complete the Release of Liability Form; and
- d. Go to www.exam4.com BETWEEN **January 27, 2014 and February 5, 2014**, to register with Extegrity, download the required software and pay the required fee. **You will only be allowed to register between these dates and only if you have completed your application as outlined above.** If you do not register during this time period, you will be required to handwrite the exam. There will be no extension/waiver of time for laptop registration. If you withdraw from the examination after downloading the software, you cannot expect a refund of the fees paid to Extegrity.

INSTRUCTIONS TO APPLICANTS PARTICIPATING IN LAPTOP TESTING FOR THE TENNESSEE BAR EXAMINATION

NOTE: Previously installed versions of Exam4 used during law school or on prior bar examinations will not be permitted - you must pay for and install the February 2014 version approved for the Tennessee Board of Law Examiners.

- System Requirements:

Your laptop **MUST** meet the following specifications:

1. Must be running Microsoft Windows Vista, Windows 7 or Windows 8 (excluding Surface Pro) or Apple Macintosh OS X 10.6 Snow Leopard, OS X 10.7 Lion or OS X 10.8 Mountain Lion. These must be native to the computer, not within a virtual operation system.
 2. Must have a working USB port on your computer and a power cord.
 3. Must have 10 MB free hard disk space, and minimum 800x600 screen resolution.
 4. Must be able to download the software from the Internet and install it on your laptop.
 5. Must have a fully charged battery on the day of the exam.
- Technical Specifications – You will be responsible for the operation of your own computer, including but not limited to the following:
 1. updated operating system with latest patches and updates;
 2. ensuring computer is free from viruses and worms on the basis of a recent virus scan with up-to-date virus software;
 3. removal of spyware, adware and peer-to-peer file sharing software, all of which can interfere with normal operation of the computer.

It is your responsibility to make sure you have installed the software during the specified dates, and can run it on your laptop prior to the exam. You must test the software by following the vendor's instructions for taking a practice exam to test the software's compatibility with your computer, to make sure your computer passes the security check and to familiarize yourself with the software and keyboard functions. For practice exams only, applicants should enter the Z-Practice ID (provided upon online registration via the Exam4 website) as the 'Exam ID'. There are no questions for the practice exam. You should just type random material in the answer sections until you are comfortable using the software functions. **NOTE:** Answers to practice exams cannot be viewed or retrieved.

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THE TBLE WILL NOT SEARCH FOR YOUR ANSWERS OR MAKE CHANGES TO INCORRECTLY FORMATTED OR NUMBERED ESSAY QUESTIONS RESULTING FROM FAILURE TO FOLLOW THE LAPTOP TESTING INSTRUCTIONS, INCLUDING TYPING AN ANSWER IN THE WRONG SPACE OR DELETING, ADDING, EDITING OR RENUMBERING THE PRELOADED DIVIDERS. THE ANSWER, AS PRINTED AFTER THE EXAMINATION, WILL BE GIVEN TO THE GRADER ASSIGNED TO GRADE THE QUESTION INDICATED ON THE COVER SHEET OF THE ANSWER. IF YOUR ANSWER DOES NOT MATCH THE QUESTION OR IS BLANK, YOU WILL RECEIVE A ZERO.

A User Guide will be available online at the Exam4 website (www.exam4.com) when you download the software. Limited technical support will be provided at the bar exam test site immediately prior to the start of the exam. There will also be tech support during the exam and at the end of the exam.

- **Use of an external keyboard or external mouse is not permitted; this includes wireless keyboards or mice.**
- If you do not own the laptop you intend to use, you should make sure that there are no restrictions in place (for that laptop) which will prevent you from downloading the Exam4 version for the Tennessee bar examination.
- Electrical hookups will be provided in the laptop testing area. You are not permitted to take the bar exam using your laptop battery, although it must be fully charged on the day of the exam.
- Should your laptop malfunction on the day of the examination, you will be required to handwrite your examination answers in answer booklets for the remainder of the exam. In the event of a laptop malfunction, every effort will be made to retrieve an applicant's essay answers from their laptop to the point of malfunction. Such attempts are usually successful, except in the case of a catastrophic failure of the laptop.
- You are required to be experienced working with your laptop computer, including the process of saving a file to a USB drive.
- Keyboard Functions:

While using the Exam4 word processor, you should become familiar with the following during your practice exam:

1. The delete key is inoperable; instead, use the Backspace key to delete text;
2. Make sure you have your keyboard set to insert, not typeover, so that you can make changes to previously typed material

Make sure you have taken several practice exams using the Exam4 software prior to the exam to become extremely familiar with all functions.

The software limits access to anything other than the word processing function provided by the software, and facilitates essential administrative functions.

- Questions pertaining directly to the software should be addressed to User/Tech Support via the support form at www.exam4.com >FAQ + Support >Contact User/Tech Support.
- You will not receive a printed copy of your essay answers. All editing will be done on your computer screen. Your answers will be saved to a USB drive provided by the software vendor, printed by on-site Exam4 staff, and provided to the Bar Examiners for grading.
- Laptop applicants will not be permitted to leave the examination room early if they finish any session prior to the thirty minute warning. Once time is called, applicants will be required to remain seated until all materials are collected and verified for printing.
- **Laptop applicants will be required to report to the testing site for registration and laptop setup at the time and place specified in your Admission Ticket.** Proper identification will be required as noted in the general Instructions to Applicants for the Tennessee bar examination. Failure to report at the assigned time will preclude appropriate computer set-up prior to the exam. **Therefore, any laptop applicant who does not report during the required time period will be required to take the exam manually.**
- Computer bags, cases, backpacks and other carrying cases will be stored at the front of the examination room after unpacking and may not be accessed during any testing session. Laptops may be left in the testing room during the lunch break. The testing room will be staffed or locked at all times.
- You will only use your laptop to take the essay portion of the Tennessee bar examination.
- If you withdraw from taking the essay by laptop computer and wish to write the exam, please notify the Board of Law Examiners in writing no later than June 20, 2013.
- You must read and sign the Release of Liability below in order to participate in laptop testing.

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LAPTOP MAKE/MODEL and RELEASE OF LIABILITY

ALL TESTING FOR THE FEBRUARY 2014 TENNESSEE BAR EXAMINATION WILL BE IN
MURFREESBORO, TENNESSEE
SOFTWARE DOWNLOAD: JANUARY 27 – FEBRUARY 5, 2014

NCBE Number: _____

Name: _____

Have you used a laptop to take exams during law school or on any other bar examination?

- ☐ Yes ☐ No If yes, please provide the name of the school or the jurisdiction where the bar exam was taken: _____

Have you used Exam4 software during law school or on any other bar examination?

- ☐ Yes ☐ No If yes, please provide the name of the school or the jurisdiction where the bar exam was taken: _____

Make of Laptop: _____ Version of Windows/Mac: _____

I hereby request from the Tennessee Board of Bar Examiners ("TBLE") to take **the essay portion of the bar examination** by laptop computer ("computer") in lieu of handwriting my answers. I acknowledge that the use of my computer is subject to the following terms, conditions, and warnings, which I accept:

1. I certify that I have carefully read the TBLE's *Instructions to Applicants Participating in Laptop Testing* ("Instructions"), above, and that I fully understand its contents, which I accept.
2. I understand and accept that the TBLE has exclusive authority to determine my eligibility to use a computer to answer the exam and that completion of this document does not constitute a TBLE authorization to use a computer during the exam.
3. I certify that I am aware that the TBLE offers the alternative of taking the essay portion of the exam by computer or by handwriting, and that I have voluntarily chosen to use a computer.
4. I understand and accept that the authorization to use a computer during the exam implies that I will have to use a computer provided by me, and I certify that it will be available before, during, and after the administration of the bar examination.
5. I hereby authorize the TBLE staff to inspect my computer before, during, and after the examination.

6. I certify that my computer meets the requirements set by Extegrity and the specifications set forth in the Laptop Instructions.

7. I agree to install on said computer the Exam4 software ("Software"). I understand and accept that the TBLE does not guarantee the Software, its use or its proper functioning.

8. I understand and accept that the authorization to use my computer during the examination entails a Software license fee that I will pay to Extegrity in the manner established by that company. I acknowledge and accept that said fee is nonrefundable and that it is separate from and additional to the bar examination application fee required by the TBLE.

9. I understand and accept that it is my sole responsibility to correctly preinstall the Software to be used during the administration of the exam.

10. I assume the obligation to keep the Software installed on my computer until after I have been notified of the results of the bar examination.

11. I assume the obligation to ensure that my computer is in good working order to be used on the day of the examination.

12. I declare that I have sufficient experience and practice using the computer and agree to have sufficient experience and practice with the Software before taking the exam.

13. I accept that the TBLE will give Extegrity my name and email address to facilitate the registration and Software purchase process. I agree to keep active the email address given to the TBLE in my application until I receive notice of the results of the bar examination unless I notify the TBLE of any email address change.

14. I agree to use the Software according to the instructions and under the terms and conditions imposed by Extegrity as these appear in the webpage www.exam4.com and in accordance with the instructions provided in the Laptop Instructions.

15. I acknowledge that the use of the computer carries with it certain technological risks such as computer or software malfunction, power failures, etc. I accept that by requesting to use a computer to answer the exam, I am assuming all these risks.

16. I agree not to delay and/or prevent commencement of the exam because of any problem or difficulty arising from my lack of skill or preparedness or from technical problems resulting from computer or Software malfunction.

17. I accept that if there is a problem of any kind that would make it difficult or prevent me from using the computer to answer the exam, at the request of the TBLE staff, I will begin and/or continue to handwrite my answers in the answer books to be provided by said staff, and that I will remain in the same seat. I understand and accept that the decision to handwrite the answers is final and that once I begin, I will not be entitled to use the computer under any circumstances.

18. Should I experience any difficulty or problem with the use of the computer, I am required to immediately notify the TBLE staff and to assist them in every way in an attempt to retrieve my answers, including placing the computer I used at their disposal. I understand and accept that there is no guarantee that such answers will be totally or partially recovered.

19. I understand and accept that should I experience any difficulties and/or problems related to the use of the computer, I am not entitled to receive additional time or any other accommodation or consideration for that reason.

20. I understand and accept that there is a risk that my answers may be totally or partially lost and/or irretrievable due to problems related to the use of the computer, such as technical or electrical problems, operator errors, Software or computer malfunction, etc. However, I have decided that the convenience of typing my answers on my computer outweighs these risks, which I accept without reservation of any kind.

21. I understand and accept that in the event that any or all of my answers are lost or irretrievable, only those portions retrieved, if any, will be graded.

22. In case I fail the bar examination, I understand and accept that I am not entitled to request or be granted any reconsideration or modification of results due to problems related to the use of the computer to answer the exam and that the only recourse available for a failed exam is re-examination.

23. I understand and accept that my computer **must remain in the testing area** (including during the lunch break) until the last essay question session is finished, even if I had to handwrite my answers. I understand and accept that I may not unplug my computer at any time, even if I have finished my exam before time is called by the TBLE, unless authorized to do so by authorized TBLE staff. I understand and accept that if I unplug, turn off, and/or remove my computer from the testing area before that time without being duly authorized by the TBLE staff, my answers to the essay questions will not be graded and, consequently, will be treated as blank answer books.

24. I understand and accept that Extegrity does not represent the TBLE in matters related to TBLE procedures and policies.

25. I understand and accept that I have an obligation to be in my assigned seat at the time noted in my Admission Ticket for the morning session and at 1:15 p.m. for the afternoon session for the purpose of making the necessary arrangements to use my computer and the Software. I understand that if I am late, I may not be allowed to use my computer, and, if not allowed to use the computer, must handwrite my answers and must remain in the same seat assigned.

26. I understand and accept that after I finish my exam, I will follow the instructions of the authorized staff in order to copy my answers to a USB flash drive. I understand and accept that if I fail to do so my answers will not be graded.

27. I understand and accept that I am not authorized to make any copy of my answers or to use any data storage device to record my answers. If I am found to have copied or stored my answers, none of my answers to the essay questions will be graded and I may not be allowed to continue the examination.

28. I understand and accept that accessing the Internet and/or opening or examining any program, file or document other than the Software in the testing area will be deemed a violation subject to penalties by the TBLE. Upon suspicion that I have examined any unauthorized material in the testing area before or during the exam, my computer will be immediately confiscated and I will be required to handwrite my answers. I understand that my computer will not be returned until after the TBLE has examined it, and under no circumstances will it be returned to me during the exam. If I am found to have examined any unauthorized material during the exam, my exam will not be graded and I will have to appear before the Board.

29. I understand and accept that the Supreme Court of Tennessee and the TBLE, its members, representatives, agents, employees and staff, in their official and personal capacity, assume no liability for the difficulties, mishaps and/or problems that may arise from the use of a computer to take the bar examination.

30. I hereby release, discharge, and exonerate the Supreme Court of Tennessee and the TBLE, its members, representatives, agents, employees and staff, in their official and personal capacity, from any and all contractual and/or noncontractual [tort] liabilities of every nature and kind arising from my decision to use my computer to take the bar examination, including, without being limited to, any damage caused to my computer by the installation and/or use of the Software.

31. I understand and accept that I have no right to sue and/or file a claim and that I will not sue or file any claim against the Supreme Court, the TBLE, its members, representatives, agents, employees and staff, in their official and personal capacity, for any difficulty, problem or event arising from my decision to use a computer during the exam, and that this document constitutes sufficient grounds for summarily dismissing with prejudice any claim that I may file in connection with my decision to use a computer to take the bar exam.

32. I agree to indemnify the Supreme Court, the TBLE, its members, representatives, agents, employees and staff for the costs, expenses, and attorney's fees, and for the damage resulting from any claim I may file against them in connection with my decision to use a computer to take the bar exam.

The combination of my login, password and typed named below constitutes my signature with the same effect as if signed and notarized. By so signing, I certify that all of the above information is correct and that I understand and agree to the terms stated herein.

Complete this form online only
Signature

Date